

180865

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Karen Higgs  
Manager Tariffs



Date: July 19, 2006

Mr. Charles Terreni  
Chief Clerk and Administrator  
South Carolina Public Service Commission  
101 Executive Center Drive  
Columbia SC 29210

Dear Mr. Terreni:

Attached please find an original + 2 copies of the following original issue tariffs, in accordance with the name change approved in Docket 2006-146-C. ALLTEL South Carolina, Inc. is now operating under the name Windstream South Carolina, Inc.

**General Subscriber Services Tariff  
Intrastate Access Services Tariff**

This is an original issue tariff, with the name and address change only. No changes were made to regulations, services, or rates. This filing cancels the ALLTEL South Carolina, Inc. General Subscriber Services Tariff and Intrastate Access Services Tariff.

The company requests that this filing become effective on July 17, 2006, in accordance with the order approving the name change, filed July 12, 2006 and per discussions with Joe Rogers of the Office of Regulatory Staff. Please call me at 501-748-6655 if you have any questions regarding this filing.

Sincerely,

Karen Higgs

cc: Mr. C. Dukes Scott, Executive Director, Office of Regulatory Staff

180865

ACCESS SERVICES TARIFF

Windstream South Carolina, Inc.

Title Page

Original Title Page 1

ISSUED: July 17, 2006

EFFECTIVE: July 17, 2006

BY: Vice President

Regulations, Rates and Charges  
applying to the provision of Access Services  
for Intrastate Customers within  
the operating territory of

**Windstream South Carolina, Inc.**

in the State of South Carolina  
as provided herein.

Any Questions concerning tariff references,  
should be directed to this tariffs  
issuing individual at the address  
indicated below:

Mr. Chris Cranford, Manager - Tariffs  
Windstream Corporation  
4001 Rodney Parham Rd.  
Little Rock, Arkansas 72212

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ISSUING CARRIERS

Windstream South Carolina, Inc.  
106 North Church Street  
P.O. Box 1048  
Lexington, South Carolina 29072

CONCURRING CARRIERS

NO CONCURRING CARRIERS

CONNECTING CARRIERS

NO CONNECTING CARRIERS

OTHER PARTICIPATING CARRIERS

NO OTHER PARTICIPATING CARRIERS

REGISTERED SERVICE MARKS

NONE

REGISTERED TRADEMARKS

NONE

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### EXPLANATION OF SYMBOLS

- (D) - To signify discontinued rate or deleted regulation
- (I) - To signify increase in a rate
- (M) - To signify move from another Tariff page without change
- (N) - To signify new rate or regulation
- (R) - To signify reduction to a rate or charge
- (T) - To signify a change in text but no change in rate or regulation

### EXPLANATION OF ABBREVIATIONS

- ADA - Abbreviated Dialing Arrangement
- AML - Actual Measured Loss
- ANI - Automatic Number Identification
- AP - Program Audio
- AT&T - American Telephone and Telegraph Company
- BHMC - Busy Hour Minutes of Capacity
- CCS - Common Channel Signaling
- CDP - Customer Designated Premises
- CI - Channel Interface
- CNP - Charge Number Parameter
- CO - Central Office
- Cont'd - Continued
- CPE - Customer Provided Equipment
- CPN - Calling Party Number
- CSP - Carrier Selection Parameter
  
- DA - Directory Assistance
- dB - decibel
- dBrnC - Decibel Reference Noise C-Message Weighting
- dBrnC0 - Decibel Reference Noise C-Message Weighted 0
- dc - direct current
- DDD - Direct Distance Dialing
- EAS - Extended Area Service
- EDD - Envelope Delay Distortion
- EML - Expected Measured Loss
- EPL - Echo Path Loss
- ERL - Echo Return Loss
- ESS - Electronic Switching System
- ESSX - Electronic Switching System Exchange
- f - frequency
- FCC - Federal Communications Commission

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EXPLANATION OF ABBREVIATIONS (Cont'd)

HC	-	High Capacity
Hz	-	Hertz
IC	-	Interexchange Carrier
ICB	-	Individual Case Basis
ICL	-	Inserted Connection Loss
kbps	-	kilobits per second
kHz	-	kilohertz
IATA	-	Local Access and Transport Area
ma	-	milliamperes
Mbps	-	Megabits per second
mcs	-	Microsecond
MHz	-	Megahertz
MRC	-	Monthly Recurring Charge
MT	-	Metallic
MTS	-	Message Telecommunications Service(s)
NPA	-	Numbering Plan Area
NRC	-	Nonrecurring Charge
NXX	-	Three-Digit Central Office Prefix
PBX	-	Private Branch Exchange
PIC	-	Presubscribed Interexchange Carrier
POT	-	Point of Termination
SAC	-	Service Access Code
SNAL	-	Signaling Network Access Line
SP	-	Signaling Point
SPOI	-	Signaling Point of Interface
SRL	-	Singing Return Loss
SSP	-	Service Switching Point
SS7	-	Signaling System 7
STP	-	Signal Transfer Point
SWC	-	Serving Wire Center
TG	-	Telegraph Grade
TLP	-	Transmission Level Point
TV	-	Television
VG	-	Voice Grade
V & H	-	Vertical & Horizontal
WATS	-	Wide Area Telecommunications Service(s)
WSC	-	Wireless Switching Center
WSO	-	WATS Serving Office

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REFERENCE TO OTHER TARIFFS

Whenever reference is made to the FCC the PSC should be substituted. This tariff has been filed as an intrastate version of an interstate tariff. Should there be discrepancies or minor irregularities, the intent of the tariff shall apply.

Whenever reference is made in this tariff to other tariffs of the Telephone Company, the reference is to the tariffs in force as of the effective date of this tariff, and to amendments thereto and successive issues thereof.

The following tariff is referenced in this tariff and may be obtained from the Federal Communications Commission's commercial contractor.

National Exchange Carrier  
Association, Inc.  
Special Construction  
Tariff F.C.C. No. 3

National Exchange Carrier  
Association, Inc.  
Wire Center Information  
Tariff F.C.C. No. 4

REFERENCE TO TECHNICAL PUBLICATIONS

The following technical publications are referenced in this tariff and may be obtained from Bell Communications Research, Inc., Customer Services, 60 New England Ave., Piscataway, NJ 08854-4196.

Technical Reference:

Multiple Exchange Carrier Access Billing (MECAB) Guidelines  
Issued: August 30994

Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines  
Issued: May 1994

PUB 41004 Data Communications Using Voiceband Private Line Channels  
Issued: October, 1973

PUB 62310 (MDP-326-726) Digital Data System Channel Interface Specification  
Issued: September, 1983

PUB 62411 High Capacity Digital Service Channel Interface  
Issued: September, 1983, Addendum October 1984

TR-NPL-000258 Compatibility Information for Feature Group D Switched Access  
Service  
Issued: October 1985

TR-NWT-000334 Issue 2 Voice Grade Switched Access Service - Transmission  
Parameter Limits and Interface Combinations

Issued: September, 1990



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REFERENCE TO TECHNICAL PUBLICATIONS (Cont'd)

TR-TSY-000335, Issue 2 Voice Grade Special Access - Transmission Parameter Limits and Interface Combinations  
Issued: May, 1990

TR-NPL-000336 Metallic and Telegraph Grade Special Access Services Transmission Parameter Limits and interface combinations  
Issued: October, 1987

TR-NPL-000337 Program Audio Special Access Service and Local Channel Services  
Issued: October, 1987

TR-NPL-000338 Television Special Access and Local Channel Services Transmission Parameter Limits and Interface Combinations  
Issued: December, 1986

TR-NWT-000341 Digital Data Special Access Service - Transmission Parameter Limits and Interface Combinations  
Issued: Issue 2, February, 1993

TR-INS-000342 High Capacity Digital Special Access Service  
Issued: February, 1991

SR-STS-000307 Issue 5 NC/NCI Code Dictionary  
Issued: May, 1994

TR-TSY-000506 LATA Switching Systems Generic Requirements (LSSGR)  
Section 6  
Issued: October 1987, Revised December 1988, Revised August 30990

TR-NPL-000054 High Capacity Digital Service (1.544 Mbs) Interface Generic Requirements for End Users  
Issued: April 1989  
Available: April 1989

TR-TSV-000905 Common Channel Signaling Network Interface Specification  
Supplement 1  
Available: August 30989

The following technical publication is referenced in this tariff and may be obtained from the Bell Communications Technical Education Center, Room B02, 6200 Route 53, Lisle, IL. 60532.

Telecommunications Transmission Engineering  
Volume 3 - Networks and Services (Chapters 6 and 7)  
Second Edition, 1980  
Issued: August, 1980  
Filed under authority of Special Permission No. 92-810 of the Federal Communications Commission.

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REFERENCE TO TECHNICAL PUBLICATIONS (Cont'd)

The following technical publication is referenced in this tariff and may be obtained from the National Exchange Carrier Association, Inc., Director - Access Tariff, 100 So. Jefferson Road, Whippany, NJ 07981 and the Federal Communications Commission's commercial contractor.

PUB AS No. 1, Issue II Access Service  
Issued: May 1984  
Addendum: March 1987

The following publications are referenced in this tariff and may be obtained from the Government Printing Office, Superintendent of Documents, Document Control Branch, 941 N. Capital St., N.E., Washington, D.C. 20401.

Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NSEP) Service Vendor Handbook, National Communications System (NCSH 3-1-2).

Issued: October 1990  
Available: August 30990

Telecommunication Service Priority (TSP) System for National Security Emergency Preparedness (NSEP) Service User Manual, National Communications System (NCSM 3-1-1).

Issued: October 1990  
Available: August 30990

The following publication is referenced in this tariff and may be obtained from Director-Sales Operations, Integrated Network Corporation, P.O. Box 6875, Bridgewater, N.J. 08807

Integrated Network Corporation  
Document CB-INC-100  
Available: August 30990

The following publication is referenced in this tariff and may be obtained from AT&T, 26 Parsippany Road, Whippany, N.J. 07981

AT&T PUB 62310  
(and its Addendum 2 and Addendum 3)  
Available: October 1989

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Application of Tariff

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1. APPLICATION OF TARIFF

1

# ACCESS SERVICES TARIFF

Windstream South Carolina, Inc.

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## Application of Tariff

- 1.1 This tariff contains regulations, rates and charges applicable to the provision of Carrier Common Line, Switched Access, Special Access and other miscellaneous services, hereinafter referred to collectively as service(s). These services are provided to customers by the Issuing Carriers of this tariff, hereinafter the Telephone Company. This tariff also contains Access Ordering regulations and changes that are applicable when these services are ordered or modified by the customer.
- 1.2 The provision of such services by the Telephone Company as set forth in this tariff does not constitute a joint undertaking with the customer for the furnishing of any service.
- 1.3 Reserved For Future Use

# ACCESS SERVICES TARIFF

Windstream South Carolina, Inc.

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General Regulations

2.1 Undertaking of the Telephone Company

2.1.1 Scope

- (A) The Telephone Company does not undertake to transmit messages under this tariff.
- (B) The Telephone Company shall be responsible only for the installation, operation and maintenance of the services it provides.
- (C) The Telephone Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles.
- (D) Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of this tariff.
- (E) The Telephone Company does not warrant that its facilities and services meet standards other than those set forth in this tariff.

2.1.2 Limitations

(A) Assignment or Transfer of Services

The customer may assign or transfer the use of services provided under this tariff only where there is no interruption of use or relocation of the services. Such assignment or transfer may be made to:

- (1) another customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or

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2.1 Undertaking of the Telephone Company (Cont'd)

2.1.2 Limitations (Cont'd)

(A) Assignment or Transfer of Services (Cont'd)

- (2) a court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

In all cases of assignment or transfer, the written acknowledgment of the Telephone Company is required prior to such assignment or transfer. This acknowledgment shall be made within 15 days from the receipt of notification. All regulations and conditions contained in this tariff shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

(B) Use and Restoration of Services

The use and restoration of services shall be in accordance with Part 64, Subpart D, Appendix A, of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

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2.1 Undertaking of the Telephone Company (Cont'd)

2.1.2 Limitations (Cont'd)

(C) Sequence of Provisioning (Cont'd)

Subject to compliance with the rules mentioned in (B) preceding, the services offered herein will be provided to customers on a first-come, first-served basis.

The first-come, first-served sequence shall be based upon the received time and date officially recorded, by stamp or other notation, by the Telephone Company on customer access orders. These orders must contain all the information as required for each respective service as delineated in other sections of this tariff. Customer orders shall not be deemed to have been received until such information is provided. Should questions arise which preclude order issuance due to missing information or the need for clarification, the Telephone Company will attempt to seek such missing information or clarification on a verbal basis.

2.1.3 Liability

(A) Limits of Liability

The Telephone Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, and subject to the provisions of (B) through (G) following, the Telephone Company's liability if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this tariff as a Credit Allowance for a Service Interruption.



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2.1 Undertaking of the Telephone Company (Cont'd)

2.1.3 Liability (Cont'd)

(B) Acts or Omissions

The Telephone Company shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall the Telephone Company for its own act or omission hold liable any other carrier or customer providing a portion of a service.

(C) Damages to Customer Premises

The Telephone Company is not liable for damages to the customer premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Telephone Company's negligence.

(D) Indemnification of Telephone Company

(1) By the End User

The Telephone Company shall be indemnified, defended and held harmless by the end user against any claim, loss or damage arising from the end user's use of services offered under this tariff, involving:

- (A) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the end user's own communications;

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2.1 Undertaking of the Telephone Company (Cont'd)

2.1.3 Liability (Cont'd)

(D) Indemnification of Telephone Company (Cont'd)

(1) By the End User (Cont'd)

(B) Claims for patent infringement arising from the end user's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the end users or customer or;

(C) All other claims arising out of any act or omission of the end user in the course of using services provided pursuant to this tariff.

(2) By the Customer

The Telephone Company shall be indemnified, defended and held harmless by the customer against any claim, loss or damage arising from the customer's use of services offered under this tariff, involving:

(A) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the customer's own communications;

(B) Claims for patent infringement arising from the customer's acts combining or using the service furnished by the Telephone Company in connection with facilities or equipment furnished by the end user or customer or;

(C) All other claims arising out of any act or omission of the customer in the course of using services provided pursuant to this tariff.

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2.1 Undertaking of the Telephone Company (Cont'd)

2.1.3 Liability (Cont'd)

(E) Explosive Atmospheres

The Telephone Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Telephone Company shall be indemnified, defended and held harmless by the customer from any and all claims by any person relating to such customer's use of services so provided.

(F) No License Granted

No license under patents (other than the limited license to use) is granted by the Telephone Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Telephone Company will defend the customer against claims of patent infringement arising solely from the use by the customer of services offered under this tariff and will indemnify such customer for any damages awarded based solely on such claims.

(G) Circumstances Beyond the Telephone Company's Control

The Telephone Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Telephone Company, acts of God and other circumstances beyond the Telephone Company's reasonable control, subject to the Credit Allowance for a Service Interruption as set forth in 2.4.4 following.

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## General Regulations

### 2.1 Undertaking of the Telephone Company (Cont'd)

#### 2.1.4 Provision of Services

The Telephone Company will provide to the customer, upon reasonable notice, services offered in other applicable sections of this tariff at rates and charges specified therein. Services will be made available to the extent that such services are or can be made available with reasonable effort, and after provision has been made for the Telephone Company's telephone exchange services.

#### 2.1.5 Facility Terminations

The services provided under this tariff will include any entrance cable or drop wiring and wire or intrabuilding cable to that point where provision is made for termination of the Telephone Company's outside distribution network facilities at a suitable location inside a customer-designated premises. Such wiring or cable will be installed by the Telephone Company to the Point of Termination. Moves of the Point of Termination at the customer designated premises will be as set forth in 6.4.4 and 7.2.3 following.

#### 2.1.6 Service Maintenance

The services provided under this tariff shall be maintained by the Telephone Company. The customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Telephone Company, other than by connection or disconnection to any interface means used, except with the written consent of the Telephone Company.

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General Regulations

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.7 Changes and Substitutions

Except as provided for equipment and systems subject to FCC Part 68 Regulations at 47 C.F.R. Section 68.110(b), the Telephone Company may, where such action is reasonably required in the operation of its business, substitute, change or rearrange any facilities used in providing service under this tariff. Such actions may include, without limitation:

- substitution of different metallic facilities,
- substitution of carrier or derived facilities for metallic facilities used to provide other than metallic facilities
- substitution of metallic facilities for carrier or derived facilities used to provide other than metallic facilities,
- substitution of fiber or optical facilities,
- change of minimum protection criteria,
- change of operating or maintenance characteristics of facilities, or
- change of operations or procedures of the Telephone Company.

In case of any such substitution, change or rearrangement, the transmission parameters will be within the range as set forth in Section 15. following. The Telephone Company shall not be responsible if any such substitution, change or rearrangement renders any customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Telephone Company will provide reasonable notification to the customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Telephone Company will work cooperatively with the customer to determine reasonable notification procedures.

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General Regulations

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.8 Refusal and Discontinuance of Service

(A) If a customer fails to comply with 2.1.6 preceding (Service Maintenance) or 2.3.1, 2.3.4, 2.3.6, 2.3.11(D), 2.4 1 or 2.5 following (respectively, Damages, Availability for Testing, Balance, Jurisdictional Reports and Certification Requirements, Payment Arrangements, Connection) including any customers failure to make payments on the date and times therein specified, the Telephone Company may, on (30) days written notice to the customer by Certified U.S. Mail, take the following actions:

- refuse additional applications for service and/or refuse to complete any pending orders for service, and/or
- discontinue the provision of service to the customer.

In the case of discontinuance all applicable charges, including termination charges, shall become due.

(B) If a customer fails to comply with 2.2.2 following (Unlawful and Abusive Use), the Telephone Company may, upon written request from a customer, or another exchange carrier, terminate service to any subscriber or customer identified as having utilized service provided under this tariff in the completion of abusive or unlawful telephone calls. Service shall be terminated by the Telephone Company as provided for in its general and/or local exchange service tariffs.

In such instances when termination occurs the Telephone Company shall be indemnified, defended and held harmless by any customer or Exchange Carrier requesting termination of service against any claim, loss or damage arising from the Telephone Company's actions in terminating such service, unless caused by the Telephone Company's negligence.

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General Regulations

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.8 Refusal and Discontinuance of Service (Cont'd)

- (C) Except as provided for equipment or systems subject to the FCC Part 68 Rules in 47 C.F.R. Section 68.108, if the customer fails to comply with 2.2.1 following (Interference or Impairment), the Telephone Company will, where practicable, notify the customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, the Telephone Company may temporarily discontinue service forthwith if such action is reasonable in the circumstances. In case of such temporary discontinuance, the customer will be notified promptly and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in 2.4.4 following is not applicable.
- (D) When access service is provided by more than one Telephone Company, the companies involved in providing the joint service may individually or collectively deny service to a customer for nonpayment. Where the Telephone Company(s) affected by the nonpayment is incapable of effecting discontinuance of service without cooperation from the other joint providers of Switched Access Service, such other Telephone Company(s) will, if technically feasible, assist in denying the joint service to the customer. Service denial for such joint service will only include calls originating or terminating within, or transiting, the operating territory of the Telephone Companies initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable tariff provisions, the tariff regulations of the end office Telephone Company shall apply for joint service discontinuance.

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2.1 Undertaking of the Telephone Company (Cont'd)

2.1.8 Refusal and Discontinuance of Service (Cont'd)

(E) If the Telephone Company does not refuse additional applications for service and/or does not discontinue the provision of the services as specified for herein, and the customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for service and/or to discontinue the provision of the services to the non-complying customer without further notice.

(F) Reserved For Future Use



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2.1 Undertaking of the Telephone Company (Cont'd)

2.1.9 Notification of Service-Affecting Activities

The Telephone Company will provide the customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to the following:

- equipment or facilities additions,
- removals or rearrangements,
- routine preventative maintenance and
- major switching machine change-out.

Generally, such activities are not individual customer service specific, but may affect many customer services. No specific advance notification period is applicable to all service activities. The Telephone Company will work cooperatively with the customer to determine the reasonable notification requirements.

2.1.10 Coordination with Respect to Network Contingencies

The Telephone Company intends to work cooperatively with the customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

2.1.11 Provision and Ownership of Telephone Numbers

The Telephone Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Telephone Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business. Should it become necessary to make a change in such number(s), the Telephone Company will furnish to the customer 6 months notice, by Certified U.S. Mail, of the effective date and an explanation of the reason(s) for such change(s).

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2.2 Use

2.2.1 Interference or Impairment

The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Telephone Company and associated with the facilities utilized to provide services under this tariff shall not:

- interfere with or impair service over any facilities of the Telephone Company, its affiliated companies, or its connecting and concurring carriers involved in its services,
- cause damage to their plant
- impair the privacy of any communications carried over their facilities, or
- create hazards to the employees of any of them or the public.

2.2.2 Unlawful and Abusive Use

- (A) The service provided under this tariff shall not be used for an unlawful purpose or used in an abusive manner.

Abusive use includes:

- (1) The use of the service of the Telephone Company for a call or calls, anonymous or otherwise, in a manner reasonably expected to frighten, abuse, torment, or harass another;
- (2) The use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other customers.

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2.3 Obligations of the Customer

2.3.1 Damages

The customer shall reimburse the Telephone Company for damages to Telephone Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the customer or resulting from the customer's improper use of the Telephone Company facilities, or due to malfunction of any facilities or equipment provided by other than the Telephone Company. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. The Telephone Company will, upon reimbursement for damages, cooperate with the customer in prosecuting a claim against the person causing such damage and the customer shall be subrogated to the right of recovery by the Telephone Company for the damages to the extent of such payment.

2.3.2 Ownership of Facilities and Theft

Facilities utilized by the Telephone Company to provide service under the provisions of this tariff shall remain the property of the Telephone Company. Such facilities shall be returned to the Telephone Company by the customer, whenever requested, within a reasonable period. The equipment shall be returned in as good condition as reasonable wear will permit.

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### General Regulations

#### 2.3 Obligations of the Customer (Cont'd)

##### 2.3.3 Equipment Space and Power

The customer shall furnish or arrange to have furnished to the Telephone Company, at no charge, equipment space and electrical power required by the Telephone Company to provide services under this tariff at the points of termination of such services. The selection of ac or dc power shall be mutually agreed to by the customer and the Telephone Company. The customer shall also make necessary arrangements in order that the Telephone Company will have access to such spaces at reasonable times for installing, testing, repairing or removing Telephone Company facilities used to provide services.

##### 2.3.4 Availability for Testing

Access to facilities used to provide services under this tariff shall be available to the Telephone Company at times mutually agreed upon in order to permit the Telephone Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. As set forth in 2.4.4(C)4 following no credit will be allowed for any interruptions involved during such tests and adjustments.

##### 2.3.5 Limitation of Use of Metallic Facilities

Signals applied to a metallic facility shall conform to the limitations set forth in Technical Reference Publication AS No. 1. In the case of application of dc telegraph signaling systems, the customer shall be responsible, at its expense, for the provision of current limiting devices to protect the Telephone Company facilities from excessive current due to abnormal conditions and for the provision of noise mitigation networks when required to reduce excessive noise.

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2.3 Obligations of the Customer (Cont'd)

2.3.6 Balance

All signals for transmission over the facilities used to provide services under this tariff shall be delivered by the customer balanced to ground except for ground start, duplex (DX) and McCulloch-Loop (Alarm System) type signaling and dc telegraph transmission at speeds of 75 baud or less.

2.3.7 Design of Customer Services

Subject to the provisions of 2.1.7 preceding (Changes and Substitutions), the customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Telephone Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.3.8 References to the Telephone Company

The customer may advise end users that certain services are provided by the Telephone Company in connection with the service the customer furnishes to end users; however, the customer shall not represent that the Telephone Company jointly participates in the customer's services.

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2.3 Obligations of the Customer (Cont'd)

2.3.9 Claims and Demands for Damages

- (A) With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect and save harmless the Telephone Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, any circuit, apparatus, system or method provided by the customer.
- (B) The customer shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to the Telephone Company's services provided under this tariff including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortuous conduct of the customer, its officers, agents or employees.
- (C) The customer shall defend, indemnify and save harmless the Telephone Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the customer or third parties arising out of any act or omission of the customer in the course of using services provided under this tariff.

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2.3 Obligations of the Customer (Cont'd)

2.3.10 Coordination with Respect to Network Contingencies

The customer shall, in cooperation with the Telephone Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

2.3.11 Jurisdictional Report and Certification Requirements

(A) Certification Requirements - Special Access

When the customer orders Special Access Service, and the customer certifies to the Telephone Company in writing that ten percent or less of the traffic is intrastate, the service is considered to be intrastate and is provided under this Tariff.

Following initial certification, should the jurisdictional nature of the customer's Special Access Service change, the customer should inform the Telephone Company in writing of the change. The effective date of the change will be the date the Telephone Company receives the customer's notice of change. No charge applies for the jurisdictional change.

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2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report and Certification Requirements (Cont'd)

(B) Disputes Involving Jurisdictional Certification - Special Access

If a dispute arises concerning the certification of projected interstate traffic as described above, the Telephone Company will ask the customer to provide the data the customer used to determine that more than 10% of the traffic is interstate. The customer shall supply the data within thirty (30) days of the Telephone Company request. If the reply results in a jurisdictional change of a Special Access Service, the effective date of the change will be the date the Telephone Company receives the customer's reply. There is no charge when the customer's reply results in a jurisdictional change in the Special Access Service. No changes will be made to existing intrastate percentages until the requested detail has been provided to warrant such change.

(C) Jurisdictional Reports - Switched Access

For Switched Access Service, the Telephone Company cannot in all cases determine the jurisdictional nature of customer traffic and its related access minutes. In such cases the customer may be called upon to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The following regulations govern such estimates, their reporting by the customer and cases where the Telephone Company will develop jurisdictional percentages.

(1) General

When a customer initially orders Switched Access Service, the customer shall state in its order the Percent Interstate Usage (PIU) an Percent Intralata Usage (PLU) on a state wide, LATA or billing account number level (at the option of the customer) on a local exchange company specific basis, separately for each of the following:

- Feature Group A (FGA)
- Feature Group B (FGB)
- Feature Group D (FGD)
- 500 Service Access
- 700 Service Access
- 800/888/877 Service Access
- 900 Service Access
- Switched Entrance Facilities
- Direct Trunk Transport
- Carrier Identification Parameter (CIP)
- Switched Transport Multiplexing Equipment

The PIU factor provided for each of the foregoing facilities categories (Switched Entrance Facilities, Switched Direct Trunk Transport, CIP and Switched Transport Multiplexing Equipment) shall reflect the combination of all traffic types which traverse such facility category.



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2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report Requirements (Cont'd)

(C) Jurisdictional Reports - Switched Access (Cont'd)

(1) General (Cont'd)

Additionally, upon employing the 700 Service Access Code over Feature Group D Switched Access Services, the customer must provide the Company the PIU for the 700 calls. A PIU of less than one-hundred percent is not allowed in those LATAs where the service is not available as an intrastate access service. The customer shall report the PIU on a statewide, LATA or billing account number level (at the option of the customer) on a local exchange company specific basis.

The customer shall furnish to the Company annually a report of the actual PIU on a statewide, LATA or billing account number level (at the option of the customer) on a local exchange company specific basis, separately for each of the services listed previously in 2.3.11.(C)(1). The customer, at its own option, may report revised PIU's more frequently if a change warrants an update before the annual period. These updates should be made to the Telephone Company on the first day of the next available quarter (January, July or October). The annual report of revised PIU's should be received by the first of March of each year. The report should show revised interstate percentages of use representing interstate usage for the past calendar year period, for each interstate service. The revised percentage will be implemented July 1, and will serve as the interstate percentage for the next twelve months billing. If the customer does not supply the report, the Telephone Company will assume the percentages to be the same as those provided in the last report. For those cases in which a report has never been received from the customer, the Telephone Company will assume the percentages to be the same as those provided in the order for service as set forth in (2) following.

The customer shall compute the PIU using the following formula (rounded to a whole percentage).

$$\frac{\text{Interstate Minutes}}{\text{Total Minutes}} = \frac{\text{Percent Intrastate}}{\text{Usage Factor}}$$

1.0 minus Interstate factor equals Intrastate factor.

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2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report Requirements (Cont'd)

(C) Jurisdictional Reports - Switched Access (Cont'd)

(1) General (Cont'd)

When Special Access service is provided on a Switched Access facility, e.g., Special access DS1 on a Switched Access DS3, the facility will be apportioned between Switched Access and Special Access. The jurisdiction of the Special access service shall reflect the composite of the jurisdiction of the lower capacity services, if any, of which it is comprised.

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2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report Requirements (Cont'd)

(C) Jurisdictional Reports - Switched Access (Cont'd)

(2) Feature Groups A and B

- (a) When a customer orders Feature Group A and/or Feature Group B Switched Access Service the customer shall, in its order, state the projected intrastate percentage for intrastate usage for each Feature Group A and/or Feature Group B Switched Access Service group ordered. The term group shall be construed to mean single lines or trunks as well. If the customer adds or discontinues some but not all of the Feature Group A and/or Feature Group B Switched Access Services in a group, it shall provide a revised projected intrastate and intrastate intraLATA percentage for the overall services provided. The revised reports will serve as the basis for future billing and will be effective on the next bill date.

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2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report Requirements (Cont'd)

(C) Jurisdictional Reports - Switched Access (Cont'd)

(2) Feature Groups A and B (Cont'd)

- (b) For multiline hunt group or trunk group arrangements where either the interstate or the intrastate charges are based on measured usage, the intrastate and intrastate intraLATA Feature Group A and/or Feature Group B Switched Access Service(s) information reported as set forth in (a) and (b) preceding will be used to determine the charges.

For all groups the number of access minutes (either measured or assumed) for a group will be multiplied by the projected intrastate percentage to develop the intrastate access minutes. The number of access minutes for the group minus the developed intrastate access minutes for the group will be the developed interstate access minutes.

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2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report Requirements (Cont'd)

(C) Jurisdictional Reports - Switched Access (Cont'd)

(3) Feature Groups C and D

When a customer orders Feature Group C or Feature Group D Switched Access Service(s) the customer may provide the projected intrastate usage for each end office in its order. The Telephone Company, where the jurisdiction can be determined from the call detail, will determine the projected intrastate percentage as follows:

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2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report Requirements (Cont'd)

(C) Jurisdictional Reports - Switched Access (Cont'd)

(3) Feature Group C and D (Cont'd)

- For originating access minutes, the projected intrastate percentage will be developed on a monthly basis by end office for Feature Group C or Feature Group D Switched Access Service by dividing the measured intrastate originating access minutes by the total originating access minutes, when the call detail is adequate to determine the appropriate jurisdiction.

The Telephone Company, where the jurisdiction can not be determined from the call detail, will determine the projected interstate percentage as follows:

- When originating call details are insufficient to determine the jurisdiction for the call (e.g. 800/888/877 Access Service), the customer must supply the projected intrastate percentage. (C)
- For terminating access minutes, the customer may supply the interstate percentage or the customer may allow the originating access minute percentage as listed above to be used to develop the projected interstate percentage for such terminating access minutes. Customers choosing not to supply a PIU for terminating Feature Group C or D switched access service may continue to allow the Company to develop this PIU based upon the percentage for originating access minutes. This percentage shall be used by the Company as the interstate percentage for such call detail.
- For Switched Entrance Facilities, Switched Direct Trunk Transport, CIP and Switched Transport Multiplexing, the customer may allow the originating access minute percentage as listed above to be used to develop the projected interstate percentage for such dedicated switched transport service.
- When a customer employs the use of 700 or 900 Service Access Codes over Feature Group D switched access, the customer must provide the Company with the projected percentage of interstate use for the 700 or 900 calls made. The remaining percentage will be assumed intrastate percentage.

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2.3 Obligations of the Customer (Cont'd)

2.3.11 Jurisdictional Report Requirements (Cont'd)

(D) Billing Disputes Involving Jurisdictional Reports -  
Switched Access

For Switched Access, if a billing dispute arises or the South Carolina Public Service Commission questions the projected intrastate and/or intraLATA percentages, the Telephone Company will ask the customer to provide the data the customer used to determine the projected intrastate and intraLATA percentages. The customer shall supply the data within 30 days of the Telephone Company request. The customer shall keep, for a minimum of 12 months, records of call detail from which the percentages of intrastate and intraLATA use can be ascertained and upon request of the Telephone Company make the records available for inspection as reasonably necessary for purposes of verification of the percentage. At a minimum for annual PIU revisions, the information used by the Customer to support the revised PIU must reflect usage (either actual or a representative sample) for each quarter of the prior calendar year. No change will be made to existing intrastate percentages until the detail has been provided to warrant such change.

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2.3 Obligations of the Customer (Cont'd)

2.3.12 Determination of Intrastate Charges for Mixed Interstate and Intrastate Switched Access Service

When mixed interstate and intrastate Switched Access Service is provided, all charges (i.e., nonrecurring, monthly and/or usage) including optional features charges, will be prorated between interstate and intrastate. The percentage determined as set forth in 2.3.11 (C) preceding will serve as the basis for prorating the charges unless the Telephone Company is billing according to actuals by jurisdiction. The percentage of an Access Service to be charged as intrastate is applied in the following manner:

(A) Monthly and Nonrecurring Charges

For monthly and nonrecurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the stated tariff rate per element.

(B) Usage Sensitive Charges

For usage sensitive (i.e., access minutes and calls) chargeable rate elements, multiply the percent intrastate use times actual use (i.e., measured or Telephone Company assumed average use) times the stated tariff rate.

The intrastate percentage may change as revised usage reports are submitted as set forth in 2.3.11 preceding.



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2.3 Obligations of the Customer (Cont'd)

2.3.13 Proof of Certification

- A. When a customer places an order with the Company for switched access services provided in this tariff, the customer shall be responsible for furnishing to the Company at the time the service is requested, proof that the customer has obtained a certificate of public convenience and necessity from the South Carolina Public Service Commission. Unless this proof is presented to the Company, the customers request for service will not be processed.

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2.4 Payment Arrangements and Credit Allowances

2.4.1 Payment of Rates, Charges and Deposits

(A) Deposits

The Telephone Company will only require a customer which has a proven history of late payments to the Telephone Company or does not have established credit, to make a deposit prior to or at any time after the provision of a service to the customer. No such deposit will be required of a customer which is a successor of a company which has established credit and has no history of late payments to the Telephone Company. Such deposit will not exceed the actual or estimated rates and charges for the service for a two month period. The fact that a deposit has been made in no way relieves the customer from complying with the Telephone Company's regulations as to the prompt payment of bills. At such time as the provision of the service to the customer is terminated, the amount of the deposit will be credited to the customer's account and any credit balance which may remain will be refunded.

Such a deposit will be refunded or credited to the account when the customer has established credit or, in any event, after the customer has established a one-year prompt payment record at any time prior to the termination of the provision of the service to the customer. In case of a cash deposit, for the period the deposit is held by the Telephone Company, the customer will receive interest at the same percentage rate as that set forth in (C)(2)(a) or in (C)(2)(b) following, whichever is lower.

The rate will be compounded daily for the number of days from the date the customer deposit is received by the Telephone Company to and including the date such deposit is credited to the customer's account or the date the deposit is refunded by the Telephone Company. Should a deposit be credited to the customer's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the customer's account.

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) Bill Dates

The Telephone Company shall bill on a current basis all charges incurred by and credits due to the customer under this tariff attributable to services established or discontinued during the preceding billing period. In addition, the Telephone Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage and for the Federal Government which will be billed in arrears. The bill day (i.e., the billing date of a bill for a customer for Access Service under this tariff), the period of service each bill covers and the payment date will be as follows:

(1) End User Access Service and Presubscription

For End User Access Service and Presubscription Service, the Telephone Company will establish a bill day each month for each end user account or advise the customer in writing of an alternate billing schedule. Alternate billing schedules shall not be established on less than 60 days notice or initiated by the Telephone Company more than twice in any consecutive 12 month period. The bill will cover End User Access Service charges for the ensuing billing period except for End User Access Service for the Federal Government which will be billed in arrears. Any applicable Presubscription Charges, any known unbilled charges for prior periods and any known unbilled adjustments for prior periods for End User Access Service and Presubscription Service will be applied to this bill. Such bills are due when rendered.

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) Bill Dates (Cont'd)

(2) Access Services Other than End User and  
Presubscription

For Service other than End User Access Service and Presubscription Service, the Telephone Company will establish a bill day each month for each customer account or advise the customer in writing of an alternate billing schedule. Alternate billing schedules shall not be established on less than 60 days notice or initiated by the Telephone Company more than twice in any consecutive 12 month period.

The bill will cover nonusage sensitive service charges for the ensuing billing period for which the bill is rendered, any known unbilled nonusage sensitive charges for prior periods and unbilled usage charges for the period after the last bill day through the current bill day. Any known unbilled usage charges for prior periods and any known unbilled adjustments will be applied to this bill. Payment for such bills is due in immediately available funds by the payment date, as set forth in (C) following. If payment is not received by the payment date, a late payment penalty will apply as set forth in (C) following.

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(C) Payment Dates and Late Payment Penalties

- (1) All bills dated as set forth in (B)(2) preceding for service, other than End User Service and Presubscription Service, provided to the customer by the Telephone Company are due 31 days (payment date) after the bill day or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If the customer does not receive a bill at least 20 days prior to the 31 day payment due date, then the bill shall be considered delayed. When the bill has been delayed, upon request of the customer the due date will be extended by the number of days the bill was delayed. Such request of the customer must be accompanied with proof of late bill receipt.

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(C) Payment Dates and Late Payment Penalties

(1) (Cont'd)

If such payment date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due from the customer as follows:

If the payment date falls on a Sunday or on a Legal Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Legal Holiday.

If the payment date falls on a Saturday or on a Legal Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Legal Holiday.



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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(C) Payment Dates and Late Payment Penalties (Cont'd)

(2) Further, if no payment is received by the payment date or if a payment or any portion of a payment is received by the Telephone Company after the payment date as set forth in (1) preceding, or if a payment or any portion of a payment is received by the Telephone Company in funds which are not immediately available to the Telephone Company, then a late payment penalty shall be due to the Telephone Company. The late payment penalty shall be the payment or the portion of the payment not received by the payment date times a late factor. The late factor shall be the lesser of:

- (a) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that the customer actually makes the payment to the Telephone Company, or
- (b) 0.000292 per day, compounded daily for the number of days from the payment date to and including the date that the customer actually makes the payment to the Telephone Company.

(D) Valid Billing Dispute

A valid billing dispute consists of written documentation specifically listing the total dollar amount of the dispute, specific rate elements being disputed and their dollar amounts. The dispute must be received in writing within 30 days after the due date of the bill. At least one of the seven following reasons must be given for the dispute to be considered valid.

- 1. Incorrect rate
- 2. Error in quantity (i.e., minutes or quantity of circuits incorrect.)
- 3. Service no longer exists.
- 4. Invalid factors
- 5. Incorrect customer being billed.
- 6. Invalid Purchase Order Number (PON)
- 7. Backbilling

Refusal to pay an entire bill or any portion thereof without written supporting documentation, will not be considered a valid dispute and will be handled as a non payment in accordance with Section 2.4.1(C) above.

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(E) Billing Disputes Resolved in Favor of the Telephone Company

Late payment charges will apply to amounts withheld pending settlement of the dispute. Late payment charges are calculated as set forth in (C)(2) preceding except that when the customer disputes the bill on or before the payment date and pays the undisputed amount on or before the payment date, the penalty interest period shall not begin until 10 days following the payment date.

(F) Billing Disputes Resolved in Favor of the Customer

If the customer pays the total billed amount and disputes all or part of the amount, the Telephone Company will refund the overpayment. In addition, the Telephone Company will pay to the customer penalty interest on the overpayment. When a claim is filed within 90 days of the due date, the penalty interest period shall begin on the payment date. When a claim is filed more than 90 days after the due date, the penalty interest period shall begin from the date of the claim or the date of overpayment, whichever is later.

The penalty interest period shall end on the date that the Telephone Company actually refunds the overpayment to the customer. The penalty interest rate shall be the lesser of:

- (1) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the first date to and including the last date of the period involved, or
- (2) 0.000292 per day, compounded daily for the number of days from the first date to and including the last date of the period involved.

(G) Proration of Charges

Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this tariff will be prorated to the number of days based on a 30 day month. The Telephone Company will, upon request, furnish within 30 days of a request and at no charge to the customer such detailed information as may reasonably be required for verification of any bill.



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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(H) Rounding of Charges

When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

2.4.2 Minimum Periods

The minimum period for which services are provided and for which rates and charges are applicable is one month except for those usage rated services set forth in Section 6. (Switched Access Service) and 9. (Directory Assistance Service) and those services set forth in 6.1.3 (Switched Access High Capacity DS3 Entrance Facility and High Capacity DS3 Direct Trunked Transport), 7.2.4, (Part-time Video and Program Audio), and 7.2.8 (High Capacity DS1 and DS3 Service), or as otherwise specified.

The minimum period for which service is provided and for which rates and charges are applicable for a Specialized Service or Arrangement provided on an individual case basis as set forth in Section 12. following, is one month unless a different minimum period is established with the individual case filing.

When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not, as follows:

- (A) When a service with a one month minimum period is discontinued prior to the expiration of the minimum period, a one month charge will apply at the rate level in effect at the time service is discontinued.
- (B) When a service with a minimum period greater than one month is discontinued prior to the expiration of the minimum period, except for DS3 monthly service and DS1 and DS3 Optional Payment Plans as provided for in Sec. 5.5.1 and 7.2.8 following, the applicable charge will be the lesser of (1) the Telephone Company's total nonrecoverable costs less the net salvage value for the discontinued service or (2) the total monthly charges, at the rate level in effect at the time service is discontinued, for the remainder of the minimum period.

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.3 Cancellation of an Order for Service

Provisions for the cancellation of an order for service are set forth in other applicable sections of this tariff.

2.4.4 Credit Allowance for Service Interruptions

(A) General

A service is interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish service under this tariff or in the event that the protective controls applied by the Telephone Company result in the complete loss of service by the customer as set forth in 6.2.1 following. An interruption period starts when an inoperative service is reported to the Telephone Company, and ends when the service is operative.

(B) When a Credit Allowance Applies

In case of an interruption to any service, allowance for the period of interruption, if not due to the negligence of the customer, shall be provided.

For Digital Data Access, SD Codes D1 through D4 and High Capacity, HCl, Special Access Services, any period during which the error performance is below that specified for the service will be considered as an interruption.

Service interruptions for Specialized Service or Arrangements provided under Section 12. following shall be administered in the same manner as those set forth in this section (2.4.4) unless other regulations are specified with the individual case filing.

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Applies (Cont'd)

Credit allowances are computed as follows:

(1) Special Access Service other than Program Audio and Video and flat rated Switched Access Service rate elements

For Special Access Services other than Program Audio and Video Services and for flat rated Switched Access Service rate elements (i.e., Entrance Facility, Direct Trunked Transport and Multiplexing), no credit shall be allowed for an interruption of less than 30 minutes. The customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of 30 minutes or major fraction thereof that the interruption continues.

The monthly charges used to determine the credit shall be as follows:

(a) Two-point Services

For two-point services, the monthly charge shall be the total of all the monthly rate element charges associated with the service (i.e., two channel terminations, channel mileage and optional features and functions).

(b) Multipoint Services

For multipoint services, the monthly charge shall be only the total of all the monthly rate element charges associated with that portion of the service that is inoperative (i.e., a channel termination per customer premises, channel mileage and optional features and functions).

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Applies (Cont'd)

- (1) Special Access Service other than Program Audio and Video and flat rated Switched Access Service rate elements, (Cont'd)

(c) Multiplexed Services

For multiplexed services, the monthly charge shall be the total of all the monthly rate element charges associated with that portion of the service that is inoperative. When the facility which is multiplexed or the multiplexer itself is inoperative, the monthly charge shall be the total of all the monthly rate element charges associated with the service (i.e., the channel termination, channel mileage, Entrance Facility, Direct Trunked Transport, and optional features and functions, including the multiplexer on the facility to the hub, and the channel terminations, channel mileages and optional features and functions on the individual services from the hub). When the service which rides a channel of the multiplexed facility is inoperative, the monthly charge shall be the total of all the monthly rate element charges associated with that portion of the service from the hub to a customer premises (i.e., channel termination, channel mileage, Direct Trunked Transport, and optional features and functions).

(d) Flat rated Switched Access rate elements

For flat rated Switched Access Service rate elements, the monthly charge shall be the total of all the monthly rate element charges associated with the service (i.e., Entrance Facility, Direct Trunked Transport and Multiplexing).

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Applies (Cont'd)

(2) Program Audio and Video Special Access Services

For Program Audio and Video Special Access Services, no credit shall be allowed for an interruption of less than 30 seconds. The customer shall be credited for an interruption of 30 seconds or more as follows:

- (a) For two-point services, when monthly rates are applicable, the credit shall be at the rate of 1/8640 of the monthly charges for the service for each period of 5 minutes or major fraction thereof that the interruption continues.
- (b) For two-point services, when daily rates are applicable, the credit shall be at the rate of 1/288 of the daily charges for the service for each period of 5 minutes or major fraction thereof that the interruption continues.
- (c) For multipoint services, when monthly rates are applicable, the credit shall be at the rate of 1/8640 of the monthly charges for each channel termination, channel mileage and optional features and functions that are inoperative for each period of 5 minutes or major fraction thereof that the interruption continues.

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Applies (Cont'd)

(2) Program Audio and Video Special Access Services (Cont'd)

- (d) For multipoint services, when daily rates are applicable, the credit shall be at the daily rate of 1/288 of the daily charges for channel termination, channel mileage and optional features and functions that are inoperative for each period of 5 minutes or major fraction thereof that the interruption continues.
- (e) For multipoint services, the credit for the monthly or daily charges includes the charges for the distribution amplifier only when the distribution amplifier is inoperative.
- (f) When two or more interruptions occur during a period of 5 consecutive minutes, such multiple interruptions shall be considered as one interruption.

(3) Switched Access and Directory Assistance Service Usage Rated Elements

For Switched Access Service and Directory Assistance Service usage rated elements, no credit shall be allowed for an interruption of less than 24 hours. The customer shall be credited for an interruption of 24 hours or more at the rate of 1/30 of any applicable monthly rate or assumed minutes of use charge for each period of 24 hours or major fraction thereof that the interruption continues.

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(B) When a Credit Allowance Applies (Cont'd)

(4) Credit Allowances Cannot Exceed Monthly Rate

The credit allowance(s) for an interruption or for a series of interruptions shall not exceed any monthly rate for the service interrupted in any one monthly billing period.

(C) When a Credit Allowance Does Not Apply

No credit allowance will be made for:

- (1) Interruptions caused by the negligence of the customer.
- (2) Interruptions of a service due to the failure of equipment or systems provided by the customer or others.
- (3) Interruptions of a service during any period in which the Telephone Company is not afforded access to the premises where the service is terminated.
- (4) Interruptions of a service when the customer has released that service to the Telephone Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the customer prior to the release of that service. Thereafter, a credit allowance as set forth in (B) preceding applies.

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(C) When a Credit Allowance Does Not Apply (Cont'd)

- (5) Interruptions of a service which continue because of the failure of the customer to authorize replacement of any element of special construction, as set forth in NATIONAL EXCHANGE CARRIER ASSOCIATION TARIFF F.C.C. NO. 3 for SPECIAL CONSTRUCTION. The period for which no credit allowance is made begins on the seventh day after the customer receives the Telephone Company's written notification of the need for such replacement and ends on the day after receipt by the Telephone Company of the customer's written authorization for such replacement.
- (6) Periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
- (7) An interruption or a group of interruptions, resulting from a common cause, that would result in credit in an amount less than one dollar.

(D) Use of an Alternative Service Provided by the Telephone Company

Should the customer elect to use an alternative service provided by the Telephone Company during the period that a service is interrupted, the customer must pay the tariffed rates and charges for the alternative service used.



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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(E) Temporary Surrender of a Service (Cont'd)

In certain instances, the customer may be requested by the Telephone Company to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the customer consents, a credit allowance will be granted. The credit allowance will be 1/1440 of the monthly rate for each period of 30 minutes or fraction thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one monthly billing period.

2.4.5 Re-establishment of Service Following Fire, Flood or Other Occurrence

(A) Nonrecurring Charges Do Not Apply

Charges do not apply for the re-establishment of service following a fire, flood or other occurrence attributed to an Act of God provided that:

- (1) The service is of the same type as was provided prior to the fire, flood or other occurrence.
- (2) The service is for the same customer.
- (3) The service is at the same location on the same premises.
- (4) The re-establishment of service begins within 60 days after Telephone Company service is available. (The 60 day period may be extended a reasonable period if the renovation of the original location on the premises affected is not practical within the allotted time period).

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.5 Re-establishment of Service Following Fire, Flood or Other Occurrence (Cont'd)

(B) Nonrecurring Charges Apply

Nonrecurring Charges apply for establishing service at a different location on the same premises or at a different premises pending re-establishment of service at the original location.

2.4.6 Title or Ownership Rights

The payment of rates and charges by customers for the services offered under the provisions of this tariff does not assign, confer or transfer title or ownership rights to proposals or facilities developed or utilized, respectively, by the Telephone Company in the provision of such services.

2.4.7 Access Services Provided By More Than One Telephone Company

When an Access Service is provided by more than one Telephone Company, the Telephone Companies involved will mutually agree upon one of the billing methods as set forth in (B)(1) and (2) following based on the service being provided. The Telephone Company will notify the customer in writing of the billing method being used. The customer will place the order for the service as set forth in 5.3 following dependent upon the billing method.

(A) Non Meet Point Billing/Feature Group A

Non Meet Point Billing under a Revenue Sharing Agreement is the generally accepted billing method for Feature Group A Switched Access Service. At the agreement of the participating Telephone Companies, Meet Point Billing may apply to jointly provided Feature Group A services as set forth in (B) following.

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.7 Access Services Provided By More Than One Telephone Company (Cont'd)

(A) Non Meet Point Billing/Feature Group A (Cont'd)

(1) Single Company Billing/Revenue Sharing

All Telephone Companies jointly providing Feature Group A service will receive an order or a copy of the order, from the customer, as specified in 5.3.1(A) following. The telephone company that provides the dial tone will arrange to provide the service, determine the applicable charges and bill the customer for the entire service in accordance with its ACCESS SERVICES TARIFF as provided for under a Feature Group A Revenue Sharing Agreement.

(B) Meet Point Billing

Meet Point Billing is required when an access service is provided by multiple Telephone Companies for Feature Group B, C, and D Switched Access Services, Directory Assistance and Special Access. It is optional for Feature Group A Switched Access Service.

Each Telephone Company jointly providing the access service will receive an order or copy of the order from the customer as specified in 5.3.2 following and arrange to provide the service.

For usage rated access services the access minutes of use will generally be determined by the recording company. Where the recording company is not the Bill Rendering Company, the recording company will provide detailed usage records to the Bill Rendering Company to develop the access minutes.

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.7 Access Services Provided By More Than One Telephone Company (Cont'd)

(B) Meet Point Billing (Cont'd)

The Bill Rendering Company in a single bill arrangement for Feature Groups B, C, and D Switched Access Services, is normally the end user's end office, for WATS usage the Bill Rendering Company is normally the WATS Serving Office, for Directory Assistance, the Bill Rendering Company is normally the Directory Assistance Location. The name of the Bill Rendering Company will be included in the meet point billing notification provided to the customer by all the telephone companies on all meet point billed services.

The non Bill Rendering Company(s) is any Telephone Company(s) in whose territory a segment of the Local Transport or Channel Mileage is provided and/or where the customer's Point of Termination is located.

There are two Meet Point Billing Options, Single Bill and Multiple Bill. These billing options are explained in (1) and (2) following. The Single Bill option is the preferred method. However, when a single bill option can not be agreed to by all telephone companies providing service, the multiple bill option is the default.

Each telephone company must provide meet point billing notification to the customer, in writing, when new service is ordered or thirty days prior to changing an existing meet point arrangement. The notification should include the following:

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.7 Access Services Provided By More Than One Telephone Company (Cont'd)

(B) Meet Point Billing (Cont'd)

- The Meet Point Billing Option that will be used,
- The Telephone Company(s) that will render the bill(s),
- The Telephone Company(s) to whom payment(s) should be remitted, and
- The Telephone Company(s) that will provide the bill inquiry function.

A Telephone Company that renders a meet point bill, the Bill Rendering Company, will render the bill in accordance with the industry standards as described in the Multiple Exchange Carrier Access Billing (MECAB) Guidelines and the Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines. The bill will include cross reference(s) to the other telephone Company(s) providing service and common circuit identifiers. Should a billing dispute arise, the terms and conditions of the Bill Rendering company will apply.

(1) Single Bill Option

The single bill option allows the customer to receive one bill for access services that are provided by more than one company. The single bill option provides the following three billing alternatives:

- Single Bill/Multiple Tariff
- Single Bill/Pass Through Billing, and
- Single Bill/Single Tariff

These options are described following in (a), (b) and (c) respectively.

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.7 Access Services Provided By More Than One Telephone Company (Cont'd)

(B) Meet Point Billing (Cont'd)

(1) Single Bill Option (Cont'd)

(a) Single Bill/Multiple Tariff

The single bill/multiple tariff bill is prepared by the Bill Rendering Company but reflects all rates and charges for each connecting company's part of the service based on each company's access tariff.

The Bill Rendering Company will:

- determine and include all recurring and nonrecurring rates and charges for each involved Telephone Company;
- identify each involved Telephone Company's rates and charges separately on the bill;
- forward the bill to the customer and provide a copy of the bill or other substantiation of the charges to the connecting Telephone Companies; and
- advise the customer how to remit the payment, either directly to each Telephone Company involved in the provision of this meet point billed service, or, as a single payment made to the Bill Rendering Company. If payments are to be sent directly to the Bill Rendering Company, the non Bill Rendering Company(s) will provide the customer with written authorization for the payment arrangement.

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.7 Access Services Provided By More Than One Telephone Company (Cont'd)

(B) Meet Point Billing (Cont'd)

(1) Single Bill Option (Cont'd)

(b) Single Bill/Pass-Through Billing

The single bill/pass-through bill is compiled by the Bill Rendering Company. Each Telephone Company will prepare a bill for its portion of the access service and forward it to the Bill Rendering Company. Normally, these connecting telephone company bills are forwarded to the Bill Rendering Company without usage to eliminate possible delays.

Each non Bill Rendering Company will:

- prepare its own bill;
- determine its rates and charges for Local Transport, Directory Transport and/or Channel Mileage as set forth in (3) following;
- determine and include all applicable recurring and nonrecurring rates and charges of its access tariff; and
- forward the bill to the Bill Rendering Company for the meet point access service.

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.7 Access Services Provided By More Than One Telephone Company (Cont'd)

(B) Meet Point Billing (Cont'd)

(1) Single Bill Option (Cont'd)

(b) Single Bill/Pass-Through Billing (Cont'd)

The Bill Rendering Company will:

- apply usage data, when needed, to the bills and calculate the charges;
- combine all the bills of the involved Telephone Companies providing the meet point access service;
- forward the bill to the customer; and
- advise the customer how to remit the payment, either directly to each Telephone Company involved in the provision of this meet point billed service; or, as a single payment made to the Bill Rendering Company. If payments are to be sent directly to the Bill Rendering Company, the non Bill Rendering Company(s) will provide the customer with written authorization for the payment arrangement.



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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.7 Access Services Provided By More Than One Telephone Company (Cont'd)

(B) Meet Point Billing (Cont'd)

(1) Single Bill Option (Cont'd)

(c) Single Bill/Single Tariff

The single bill/single tariff bill provides a meet point bill that is billed completely at the Billing Rendering Company's tariff rates and regulations.

The Bill Rendering Company will:

- determine and include on the access bill all usage data and all other recurring and nonrecurring rates and charges per its access tariff; and
- forward the bill to the customer

The customer will remit the payment to the Bill Rendering Company.

(2) Multiple Bill Option

Under the Multiple Bill Option each company providing the access service will render an access bill to the customer for its portion of the service based on its access tariff rates and regulations. For switched access Multiple bills, the end office company is generally the Initial Billing Company (IBC). The IBC is the company that calculates the access minutes to be billed to the customer and provides this data to each connecting company providing service, i.e., the Subsequent Billing Company(s). Each company will:

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.7 Access Services Provided by More Than One Telephone Company (Cont'd)

(B) Meet Point Billing (Cont'd)

(2) Multiple Bill Option (Cont'd)

- prepare its own bill;
- determine its charge(s) for Local Transport, Directory Transport, and/or Channel Mileage as set forth in (3) following;
- determine and include all recurring and nonrecurring rates and charges of its access tariff;
- reflect its Billing Account Reference (BAR) and all connecting company's Billing Account Reference (BACR) code(s);
- forward its bill to the customer.

The customer will remit payment directly to each Bill Rendering Company.

(3) Determination of Meet Point Billed Local Transport, Directory Transport and Channel Mileage Charges

Each Telephone Company's portion of the Local Transport, Directory Transport and Channel Mileage will be developed as follows:

- (a) Determine the appropriate Local Transport or Channel Mileage by computing the number of airline miles between the Telephone Company premises (end office, access tandem or serving wire centers for Switched Access or serving wire centers for Special Access) using the V&H method set forth respectively in 6.4.6 and 7.2.5 following.

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.7 Access Services Provided By More Than One Telephone Company (Cont'd)

(B) Meet Point Billing (Cont'd)

(3) Determination of Meet Point Billed Local Transport, Directory Transport and Channel Mileage Charges (Cont'd)

(b) Determine the billing percentage (BP), as set forth in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4, which represents the portion of the service provided by each Telephone Company.

(c) For Feature Groups A, B, C and D Tandem Switched Transport

- Multiply the number of originating and terminating access minutes of use routed over the facility times the number of airline miles, as set forth in (a) preceding, times the BP for each Telephone Company, as set forth in (b) preceding, times the Tandem Switched Facility rate;
- Multiply the Tandem Switched Termination rate times the number of originating and terminating access minutes routed over the facility.
- When a tandem office is located within the operating territory of a Telephone Company participating in NECA's Traffic Sensitive Pool, multiply the Tandem Switching rate times the number of originating and terminating access minutes that are switched at the tandem.

The Tandem Switched Termination rate is applied as set forth in 6.1.3(A) following. The Switched Access Nonrecurring Charges are applied as set forth in 6.4.1(B) following. (Note: The BP is not applied to the Switched Access Tandem Switched Termination rate or any Nonrecurring Charge.)

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.7 Access Services Provided by More Than One Telephone Company (Cont'd)

(B) Meet Point Billing (Cont'd)

(3) Determination of Meet Point Billed Local Transport, Directory Transport and Channel Mileage Charges (Cont'd)

(d) For Feature Groups A, B, C, and D Direct Trunked Transport:

- multiply the number of airline miles, as set forth in (a) preceding, times the BP for each Telephone Company, as set forth in (b) preceding, times the Direct Trunked Facility rate.
- The Direct Trunked Termination rate is applied as set forth in 6.1.3(A) following. The Switched Access Nonrecurring Charges are applied as set forth in 6.4.1(B) following. (Note: The BP is not applied to either the Switched Access Direct Trunked Termination rate or any Nonrecurring Charge.)

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.7 Access Services Provided by More Than One Telephone Company (Cont'd)

(B) Meet Point Billing (Cont'd)

(3) Determination of Meet Point Billed Local Transport, Directory Transport and Channel Mileage Charges, (Cont'd)

(e) For Feature Groups A, B, C, and D.

- When the end office (which may be a Remote Switching Module or WATS Serving Office) is located within the operating territory of a Windstream Company, multiply the Residual Interconnection Charge rate times the number of originating and terminating access minutes that are switched at the end office.
- When the Entrance Facility and/or Multiplexing equipment is located within the operating territory of a Windstream Company, the Entrance Facility and/or Multiplexing charge will apply.
- The Billing Percentage (BP) is not applicable to the Residual Interconnection charge, Entrance Facility or Multiplexer.

(f) For Special Access, multiply the number of airline miles, as set forth in (a) preceding, times the BP for each Telephone Company, as set forth in (b) preceding, times the Channel Mileage Facility rate and add 100% of the Channel Mileage Termination rate.

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.7 Access Services Provided by More Than One Telephone Company (Cont'd)

(B) Meet Point Billing (Cont'd)

(3) Determination of Meet Point Billed Local Transport, Directory Transport and Channel Mileage Charges (Cont'd)

(f) (Cont'd)

The Special Access Channel Mileage Termination rate and nonrecurring charges are applied as set forth in 7.2.1(B)(2) and 7.2.2(C) following. (Note: The BP is not applied to either the Channel Mileage Termination Recurring Rate or any Nonrecurring Charge.)

(g) For Directory Assistance Service, multiply the Directory Transport rate times the number of directory assistance calls times the BP for each Telephone Company, as set forth in (b) preceding.

The Directory Assistance Nonrecurring charge is applied as set forth in 9.4.1(B) following. (Note: The BP is not applied to any Nonrecurring Charge.)

(h) When three or more Telephone Companies are involved in providing an Access Service, the intermediate Telephone Company(s) will determine the appropriate charges as set forth in (c) through (g) preceding. Additionally, when a segment of the Tandem Switched Facility, Direct Trunked Facility or Channel Mileage Facility is measured to the intermediate office(s), the Tandem Switched Termination, Direct Trunked Termination or Channel Mileage Termination rates are also applied at the intermediate Telephone Company(s) office(s).

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.7 Access Services Provided by More Than One Telephone Company (Cont'd)

(B) Meet Point Billing (Cont'd)

(3) Determination of Meet Point Billed Local Transport, Directory Transport and Channel Mileage Charges (Cont'd)

(i) Example - Switched Access

Layout

- Feature Group D Switched Access is ordered to End Office A.
- End Office A is in operating territory of Windstream.
- Customer designated premises is not in an operating territory of Windstream.

Windstream Company A  
(TCA)  
Operating Territory

Telephone Company B  
(TCB) (Non-NECA)  
Operating Territory

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.7 Access Services Provided by More Than One Telephone Company (Cont'd)

(B) Meet Point Billing (Cont'd)

(3) Determination of Meet Point Billed Local Transport, Directory Transport and Channel Mileage Charges (Cont'd)

(i) Example - Switched Access (Cont'd)

The following example reflects the rate calculations for a Windstream End Office. Rates for a Non-Windstream company would appear in that company's access tariff.

- Assume:

Airline miles (ALM) TC A premises to TC B Serving Wire Center = 22.1, rounded = 23.

Billing Percentage (BP)

TC A = 80%

TC B = 20%

Access Minutes (AM) = 9000

Tandem Switched Facility Rates = TSF

Tandem Switched Termination Rate = TST

Tandem Switching Rate = TS

Residual Interconnection Charge = RIC

Carrier Common Line Charge = CCL

End Office Charges = EO



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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.7 Access Services Provided by More Than One Telephone Company (Cont'd)

(B) Meet Point Billing (Cont'd)

(3) Determination of Meet Point Billed Local Transport, Directory Transport and Channel Mileage Charges (Cont'd)

(i) Example - Switched Access (Cont'd)

- Windstream Company A charges are:

Tandem Switched Facility charge  
= 9,000 min. x 23 mi. x 80% x TSF rate

Tandem Switched Termination charge  
= 9,000 min. x TST rate

Tandem Switching charge  
= 9,000 min. x TS rate

Residual Interconnection Charge  
= 9,000 min. x RIC rate

Carrier Common Line charge  
= 9,000 min. x CCL rate

End Office Charges  
= 9,000 min. x EO rates

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2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.8 Provision for Gross Receipts Tax

Any customer failing to furnish to the Company the appropriate certificate, issued by the State of South Carolina or its appropriate agency, indicating the customer's exemption from the South Carolina gross receipts tax imposed by South Carolina Rule 12B-6.04, shall pay to the Company an amount equal to the gross receipts tax on the customer's purchase of access services from the Company.

Until the aforementioned certificate is received by the Company, the Company shall calculate the amount of tax owed by the customer and shall bill this amount to the customer. Payment of these charges by the customer shall be subject to the payment arrangements as specified in Section 2.4.1 preceding.

2.5 Connections

Equipment and Systems (i.e., terminal equipment, multiline terminating systems and communications systems) may be connected with Switched and Special Access Service furnished by the Telephone Company where such connection is made in accordance with the provisions specified in Technical Reference Publication AS No.1 and in 2.1 preceding.

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2.6 Definitions

Certain terms used herein are defined as follows:

Access Code

The term "Access Code", with the exception of Feature Group B (FGB) with an Abbreviated Dial Arrangement (ADA), denotes a uniform access code assigned by the Telephone Company to an individual customer in the form 101XXXX, and the 950-XXXX. Access codes for FGB with an ADA are explained in 6.9.2 following.

Access Minutes

For the purpose of calculating chargeable usage, the term "Access Minutes" denotes customer usage of exchange facilities in intrastate or foreign service. On the originating end of an intrastate or foreign call, usage is measured from the time the originating end user's call is delivered by the Telephone Company to and acknowledged as received by the customer's facilities connected with the originating exchange. On the terminating end of an intrastate or foreign call, usage is measured from the time the call is received by the end user in the terminating exchange. Timing of usage at both originating and terminating ends of an intrastate or foreign call shall terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating and exchanges, as applicable.

Access Tandem

The term "Access Tandem" denotes a Telephone Company or centralized equal access provider switching system that provides a concentration and distribution function for originating or terminating traffic between end offices and a customer's designated premises.

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2.6 Definitions (Cont'd)

Answer/Disconnect Supervision

The term "Answer/Disconnect Supervision" denotes the transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the customer's point of termination as an indication that the called party has answered or disconnected.

Attenuation Distortion

The term "Attenuation Distortion" denotes the difference in loss at specified frequencies relative to the loss at 1004 Hz, unless otherwise specified.

Balance (100 Type) Test Line

The term "Balance (100 Type) Test Line" denotes an arrangement in an end office which provides for balance and noise testing.

Bit

The term "Bit" denotes the smallest unit of information in the binary system of notation.

Business Day

The term "Business Day" denotes the times of day that a company is open for business. Generally, in the business community, these are 8:00 or 9:00 A.M. to 5:00 or 6:00 P.M., respectively, with an hour for lunch, Monday through Friday, resulting in a standard forty (40) hour work week. However, Business Day hours for the Telephone Company may vary based on company policy, union contract and location. To determine such hours for an individual company, or company location, that company should be contacted at the address shown under the Issuing Carrier's name listed on Title Page 2.

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2.6 Definitions (Cont'd)

Busy Hour Minutes of Capacity (BHMC)

The term "Busy Hour Minutes of Capacity (BHMC)" denotes the customer specified maximum amount of Switched Access Service and/or Directory Assistance Service access minutes the customer expects to be handled in an end office switch during any hour in an 8:00 A.M. to 11:00 P.M. period for the Feature Group and/or Directory Assistance Service ordered. This customer specified BHMC quantity is the input data the Telephone Company uses to determine the number of transmission paths for the Feature Group and/or Directory Assistance Service ordered.

Call

The term "Call" denotes a customer attempt for which the complete address information (e.g., 0-, 911, or 10 digits) is provided to the serving dial tone office.

Carrier or Common Carrier

See Interexchange Carrier.

CCS

The term "CCS" denotes a hundred call seconds, which is a standard unit of traffic load that is equal to 100 seconds of usage or capacity of a group of servers (e.g., trunks).

Central Office

See End Office.

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2.6 Definitions (Cont'd)

Central Office Maintenance Technician

The term "Central Office Maintenance Technician" denotes a Telephone Company employee who performs installation and/or repair work, including testing and trouble isolation, within the Telephone Company Central Office.

Central Office Prefix

The term "Central Office Prefix" denotes the first three digits (NXX) of the seven digit telephone number assigned to a customer's Telephone Exchange Service when dialed on a local basis.

Channel(s)

The term "Channel(s)" denotes an electrical or photonic, in the case of fiber optic-based transmission systems, communications path between two or more points of termination.

Channel Service Unit

The term "Channel Service Unit" denotes equipment which performs one or more of the following functions: termination of a digital facility, regeneration of digital signals, detection and/or correction of signal format error, and remote loop back.

Channelize

The term "Channelize" denotes the process of multiplexing-demultiplexing wider bandwidth or higher speed channels into narrower bandwidth or lower speed channels.

Clear Channel Capability

The term "Clear Channel Capability" denotes the ability to transport twenty-four 64 Kbps over a DS1 Mbps High Capacity service via a B8ZS line code format.

C-Message Noise

The term "C-Message Noise" denotes the frequency weighted average noise within an idle voice channel. The frequency weighting, called C-message, is used to simulate the frequency characteristic of the 500-type telephone set and the hearing of the average subscriber.

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2.6 Definitions (Cont'd)

C-Notched Noise

The term "C-Notched Noise" denotes the C-message frequency weighted noise on a voice channel with a holding tone, which is removed at the measuring end through a notch (very narrow band) filter.

Coin Station

See Pay Telephone

Common Channel Signaling

The term "Common Channel Signaling" (CCS) denotes a high speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. Its purpose is to carry addressed signaling messages for individual trunk circuits and/or database related services between Signaling Points in the CCS network.

Common Line

The term "Common Line" denotes a line, trunk, pay telephone line or other facility provided under the general and/or local exchange service tariffs of the Telephone Company, terminated on a central office switch. A common line-residence is a line or trunk provided under the residence regulations of the general and/or local exchange service tariffs. A common line-business is a line provided under the business regulations of the general and/or local exchange service tariffs.

Communications System

The term "Communications System" denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Telephone Company.

Customer(s)

The term "Customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this tariff, including both Interexchange Carriers (ICs) and End Users.

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2.6 Definitions (Cont'd)

Customer Designated Premises

The term "Customer Designated Premises" denotes the premises specified by the customer for the provision of Access Service.

Data Transmission (107 Type) Test Line

The term "Data Transmission (107 Type) Test Line" denotes an arrangement which provides for a connection to a signal source which provides test signals for one-way testing of data and voice transmission parameters.

Decibel

The term "Decibel" denotes a unit used to express relative difference in power, usually between acoustic or electric signals, equal to ten (10) times the common logarithm of the ratio of two signal powers.

Decibel Reference Noise C-Message Weighting

The term "Decibel Reference Noise C-Message Weighting" denotes noise power measurements with C-Message Weighting in decibels relative to a reference 1000 Hz tone of 90 dB below 1 milliwatt.

Decibel Reference Noise C-Message Referenced to 0

The term "Decibel Reference Noise C-Message Referenced to 0" denotes noise power in "Decibel Reference Noise C-Message Weighting" referred to or measured at a zero transmission level point.

Detail Billing

The term "Detail Billing" denotes the listing of each message and/or rate element for which charges to a customer are due on a bill prepared by the Telephone Company.

Digital Switched 56 Service

A switched access optional feature available with Feature Group C and Feature Group D Access, which provides for data transmission at up to 56 kilobits per second.

Directory Assistance

The term "Directory Assistance" denotes the provision of telephone numbers by a Telephone Company operator when the operator location is accessed by a customer by dialing NPA + 555-1212 or 555-1212.



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2.6 Definitions (Cont'd)

Direct-Trunked Transport

The term "Direct-Trunked Transport" denotes transport from the serving wire center to the end office or from the serving wire center to the access tandem on circuits dedicated to the use of a single customer.

Directory Assistance Location

The term "Directory Assistance Location" denotes a Telephone Company office where telephone company equipment first receives the Directory Assistance call from the customer's end user and selects the first operator position to respond to the Directory Assistance call.

Dual Tone Multifrequency Address Signaling

The term "Dual Tone Multifrequency Address Signaling" denotes a type of signaling that is an optional feature of Switched Access Feature Group A. It may be utilized when Feature Group A is being used in the terminating direction (from the point of termination with the customer to the local exchange end office). An office arranged for Dual Tone Multifrequency Signaling would expect to receive address signals from the customer in the form of Dual Tone Multifrequency signals.

Echo Control

The term "Echo Control" denotes the control of reflected signals in a telephone transmission path.

Echo Path Loss

The term "Echo Path Loss" denotes the measure of reflected signal at a 4-wire point of interface without regard to the send and receive Transmission Level Point.

Echo Return Loss

The term "Echo Return Loss" denotes a frequency weighted measure of return loss over the middle of the voiceband (approximately 500 to 2500 Hz), where talker echo is most annoying.

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2.6 Definitions (Cont'd)

Effective Wire

The term "Effective Wire" denotes a condition which permits the simultaneous transmission in both directions over a channel, but it is not possible to insure independent information transmission in both directions. Effective wire channels may be terminated with wire or 4-wire interfaces.

Effective 4-Wire

The term "Effective 4-Wire" denotes a condition which permits the simultaneous independent transmission of information in both directions over a channel. The method of implementing effective 4-wire transmission is at the discretion of the Telephone Company (physical, time domain, frequency-domain separation or echo cancellation techniques). Effective 4-wire channels may be terminated with a wire interface at the customer's premises. However, when terminated wire, simultaneous independent transmission cannot be supported because the two wire interface combines the transmission paths into a single path.

End Office

The term "End Office" denotes a local Telephone Company switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks. This term includes Remote Switching Modules/Systems served by a Host Central Office in a different wire center.

End User

The term "End User" means any customer of an intrastate or foreign telecommunications service that is not a carrier, except that a carrier other than a telephone company shall be deemed to be an "end user" when such carrier uses a telecommunications service for administrative purposes, and a person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premises of such reseller.